



LICENSE CONTRACT № LB7

musician (author of the musical work) granting the right to use a piece of music

Moscow

" ____ " _____ 20 ____ Y.

Musician, _____, hereinafter referred to as Licensor acting as an individual, on the one hand, and Sergey V. Samokhin, hereinafter referred to as the Licensee, acting as an individual, on the other hand, collectively referred to as the Parties and individually - the Party, concluded this license agreement granting an exclusive license (hereinafter - the Agreement) as follows:

1. subject of a contract

1.1. Under the Contract the Licensor grants (transfers) to the Licensee the right to use the exclusive copyright music product - _____ (hereinafter - intellectual property), the characteristics of which are specified in (Annex №__ to the Treaty), on the terms of an exclusive license, a licensee receives intellectual property in the manner and conditions stipulated by the Agreement.

1.2. Licensor warrants that he is the owner of exclusive rights to objects of intellectual property, referred to in para. 1.1 of the Agreement and has the right to sign the agreement.

1.3. Membership of the exclusive rights to intellectual property object, if necessary, should be confirmed, no charge, as well as being free of third party rights.

2. Rights and obligations of the parties

2.1. Licensor agrees to:

2.1.1. Grant (transfer) to the Licensee the right to use intellectual property in the manner and on the terms set by the Treaty.

2.1.2. Grant (transfer) to the Licensee the right to use intellectual property in the manner and on the terms of co-authorship with the phonograms Samokhin SV (A pseudonym - Emmett Zetto).

2.1.3. Strictly adhere not violate the terms of the Treaty and to ensure the confidentiality of the licensee in cooperation with commercial and technical information.

2.1.4. Refrain from any action that could hamper the implementation of the Licensee granted him the right to use intellectual property, within the contractual limits.

2.1.5. Do not transfer the right to use intellectual property, granted to the Licensee under the Agreement to third parties.

2.1.6. Perform other duties stipulated by the Treaty.

2.2. The Licensee shall:

2.2.1. Adopt provided by the Treaty of the right to use intellectual property.

2.2.2. To pay the Licensor a fee in the amount, manner and conditions stipulated by the Agreement.

2.2.3. By mutual agreement of the parties to provide a report on the use of intellectual property, in accordance with the procedure stipulated by the Agreement.

On behalf of the Licensor:

On behalf of the licensee:

2.2.4. Strictly stick and not to violate the conditions of the Treaty and to ensure the confidentiality of the licensor in cooperation with commercial and technical information.

2.2.5. Promptly inform the Licensor of all it became known facts of illegal use of third-party intellectual property.

2.2.6. Use the rights granted under the Agreement, to the extent and in the manner specified in the Agreement.

2.2.7. Perform other duties stipulated by the Treaty.

2.3. Licensor shall have the right:

2.3.1. Require the payment of remuneration, in the manner and terms established by the Treaty.

2.3.2. In case of violation of conditions of the Licensee (methods) use of rights to intellectual property under the Agreement, to deprive the Licensee the right to use intellectual property. Violation of copyright laws may also result in civil or criminal liability in accordance with Russian legislation.

2.4. You may:

2.4.1. Upon receipt of intellectual property, in accordance with the terms of the Agreement, to use the object of intellectual property to the extent and in the manner prescribed in the Agreement.

2.4.2. Withdraw from the contract if the Licensor in breach of the Treaty refused to grant Licensee the right to use intellectual property under the Agreement.

2.4.3. Grant the right to use intellectual property in whole or in part to third parties (the conclusion of sub-contracts) between those rights and those uses that are provided by the Treaty.

3. Right to use

3.1. Licensee is granted an exclusive license for the use of intellectual property in the amount and manner prescribed by the Treaty.

The term of the rights of intellectual property is established for the duration of the exclusive rights to intellectual property.

3.2. Under the Contract the Licensor grants the Licensee the right to use intellectual property under the terms of an exclusive license, regardless of whether the relevant actions committed for profit or without such purpose by any means permitted by the Licensee of the Russian Federation legislation, including, but not limited to:

3.2.1. Playing intellectual property, ie the production of one or more copies of a work or part thereof in any material form, including in the form of audio or video recording, made in three dimensions of one or more copies of a two-dimensional works in two dimensions, one or more copies of a three-dimensional It works on an unrestricted basis.

3.2.2. Distribution of objects of intellectual property by sale or other alienation of its original or copies, in unlimited amounts.

3.2.3. Public display of intellectual property, i.e. any demonstration of the original or copy of a work itself or on the screen using a film, slide, video frame or other technical devices, as well as showing the individual frames of the audiovisual work without observing their sequences directly or by technical means in place open to public visits, or in a place where a significant number of persons not belonging to the usual family circle, independent mo matter perceived in the place of its demonstration or elsewhere at the same time a demonstration of the product on an unrestricted basis.

3.2.4. Import the original or copies of intellectual property in order to disseminate, on an unrestricted basis.

On behalf of the Licensor:

On behalf of the licensee:



3.2.5. Rental of the original or copies of intellectual property, on an unrestricted basis.

3.2.6. Public performance of intellectual property, that is, the presentation of works in a live performance or by technical means (radio, television and other technical means), as well as the display of an audiovisual work (with or without sound accompaniment) in a place open to public access, or in a place where a significant number of persons not belonging to the usual family circle, whether perceived in the place of its presentation or display or elsewhere concurrently Menno with the presentation or display of the work, on an unrestricted basis.

3.2.7. On air, that is a message object of intellectual property to the public (including showing or performance) by radio or television (including by retransmission), except for posts by cable. In this case a message is any action by which a product is made available for the hearing and (or) visual perception, regardless of its actual perception of the audience. When communication of works broadcast by satellite broadcast message is meant reception of signals from a ground station to the satellite and signal transmission from the satellite, through which the product can be brought to the public regardless of its actual reception by the public. Post recognizes encoded signals in broadcast communication,

3.2.8. By cable, that is a message object of intellectual property to the public by radio or television via cable, wire, optic fiber or similar means (including by retransmission). Message signals coded message is recognized by cable, if decoding means are available to the public cable broadcasting organization or with its consent on an unrestricted basis.

3.2.9. Retransmission, ie reception and simultaneous communication over the air (including by satellite) or by cable, complete and unchanged radio or television, or a substantial part, according to a broadcast or cable broadcasting organization or cable distribution, on an unrestricted basis.

3.2.10. Translation objects of intellectual property or other processing:

3.2.10.1. Translation of intellectual property objects into any language.

3.2.10.2. Missing.

3.2.10.3. Missing.

3.2.10.4. Missing.

3.2.11. Practical implementation of intellectual property;

3.2.12. Bringing the object of intellectual property to the public so that anyone can gain access to the objects of intellectual property from any place and at any time of their choice (available to the public).

3.2.13. Publication of the objects of intellectual property under the trade name, trademark Licensor.

3.3. Licensor reserves the right to use the object of intellectual property to the extent to which the right of use granted to Licensee.

3.4. Use of intellectual property is not limited to the territory of the Licensee (the whole world).

3.5. According to the Agreement, the Licensee shall be entitled to transfer the right to use intellectual property in whole or in part to third parties (the conclusion of sub-licensing agreements) within the limits of those rights and those uses that are provided by the Treaty.

3.6. Licensee represents Licensor report in writing on the use of rights to intellectual property, including the amount of income received from each and every way to use the rights to intellectual property object within 10 (ten) business days after the end of the period for submission of the report . Periodicity of reporting established by the Licensee under the oral agreement between the parties.

On behalf of the Licensor:

On behalf of the licensee:



K represents the Licensee report shall all financial and accounting documents containing information on the use of rights to intellectual property, including the amount of income received from each and every way to use the rights to intellectual property.

Licensor shall have the right to get acquainted with all the necessary accounting and other documents to verify the authenticity of the report, the site (<https://leadxbeat.com>).

3.7. In accordance with the Agreement, Licensor shall grant Licensee, and Licensee received the right to use intellectual property, to the extent provided by the Agreement.

4. usage rights guarantees

4.1. Licensor warrants that provided (transmitted) to the Licensee under the Agreement the right of intellectual property owned by the Licensor legally and at the time of conclusion of the agreement object of intellectual property is free from any whatsoever requirements of third parties as related by the object of intellectual property, so and associated provided by the law of treaties. The Licensor may provide the (transfer) specified in the Agreement to the Licensee the right.

4.2. Licensor will defend Licensee against all claims of third parties in respect of the intellectual ownership of intellectual property. In the event of such a claim, the Licensee shall immediately inform Licensor of all the claims made by a third party, and to provide all necessary information relating to the dispute.

5. amount of remuneration

5.1. Remuneration under the Agreement shall be fixed at 50% of the total amounts (but not less than 100 Russian rubles) Sales (sales) of the intellectual property in the digital markets. 1 Payments are made once a quarter (3 months). Payments are made 1 time per quarter (3 months), if the amount of remuneration received from the sale (sales) of intellectual property, when added, will be less than 100 Russian rubles. Commission and other deductions from the remuneration paid to the Licensor. Realization (sale) of intellectual property objects is carried on the label referred to in (Appendix №1 / 2 to the Treaty), and also in other digital platforms.

5.2. For a variety of labels, referred to in (Appendix №1 / 2 to the Treaty), the payments are not made, and made "PR" products in order to attract an audience, and increase profitability.

6. Confidentiality

6.1. The Parties undertake not to disclose, and take measures to protect against unauthorized access by third parties of information relating to the subject of the Agreement.

6.1.1.1. Missing.

6.2. The duty of confidentiality in perpetuity.

6.3. Confidential information does not include information that:

6.3.1. It became known to receiving Party after the transfer, and the receiving Party is not aware of the breach of obligations of non-disclosure of confidential information provided by the Agreement and it is not involved in the violation of these obligations.

On behalf of the Licensor:

On behalf of the licensee:



6.3.2. Becomes publicly known at the time of transmission or thereafter, and to which access has been presented a transmitting party to a third party without restrictions.

6.3.3. It has become another well-known way, through no fault or omission and not a result of breach of contract.

6.3.4. It was transferred without the obligation of confidentiality, and the transfer was expressly authorized in advance in writing to the transmitting side.

6.4. If one of the Parties to permit disclosure of confidential information, it will reimburse the other party for losses caused, including any caused real damage and lost profit.

6.5. Confidential information can be transmitted by one Party to public authorities on the grounds and in the manner prescribed by law, with immediate notification to the other Party.

7. liability of the parties

7.1. Parties are responsible for non-performance or improper performance of its obligations under the Contract in accordance with the Russian legislation.

7.2. Penalty under the Agreement shall be paid only on the basis of a reasoned written request of the Parties.

7.3. Payment of the penalty does not release the Parties from the duties under the Agreement.

7.4. The party has not performed or improperly performed obligations under the Treaty, is obliged to pay the other party damages caused by such default. The burden of proof lies on the damages to the injured party.

7.5. If a Party has breached the contract, received as a result of income, the party whose rights have been violated, has the right to demand compensation for, among other damages, loss of profits in the amount of not less than such income.

7.6. Termination shall not relieve the parties from liability for failure / improper fulfillment of their obligations under the Agreement.

7.7. Use of intellectual property in a manner not provided for by the Treaty, or on the termination of the Agreement, or otherwise beyond the rights granted to Licensee under this Agreement shall be held accountable for the violation of the exclusive rights to objects of intellectual property, established by the legislation and / or the Agreement.

8. Grounds and procedure for termination of the contract

8.1. The contract may be terminated by agreement of the Parties, as well as unilaterally upon written request of a Party on the grounds provided by law.

8.2. Termination of the Agreement unilaterally only at the written request of the Parties within thirty (30) calendar days from receipt of such request by the Party.

8.3. Licensee's use of objects of intellectual property after termination of the Agreement is not allowed.

8.4. Conclusion Licensor agreement on alienation of exclusive rights to intellectual property to a third person and the transfer of exclusive rights to intellectual property to a third party does not constitute grounds for amending or terminating the agreement.

On behalf of the Licensor:

On behalf of the licensee:



8.5. Upon termination of the contract (for no reason a substantial breach of contract by one party) Licensor may require the removal of the product from the place of sales, pre-paid amount of 80 (eighty dollars) to the Licensee.

9. Settlement of disputes from the contract

9.1. Complaint-court settlement of disputes of the Treaty is binding on the Parties.

9.2. Claim letter sent to the parties by courier or by registered post with acknowledgment of receipt sent by the last location of the parties referred to in section 13 of the Treaty.

9.3. Allowed to the Parties claim letters in other ways: by fax, e-mail, by courier. Such claim letter are legally binding, in the case of Parties with their original way specified in para. 9.2 of the Agreement.

9.4. Term of consideration of claim letter is 15 calendar days from the date of receipt of the last destination.

9.5. Contract disputes are resolved in court in accordance with the law.

10. Valid defense

10.1. Parties are not responsible for complete or partial failure to fulfill obligations under the Agreement if the failure to fulfill obligations was caused by force majeure, such as: fire, flood, earthquake, strike, war, acts of public authorities or other independent of the Parties to the circumstances.

10.2. If any of such circumstances directly resulted in failure to fulfill obligations in the terms established by the Treaty, these time limits are extended for the duration of the relevant circumstances.

10.3. If these circumstances last more than one (1) calendar month, each Party shall have the right to initiate the termination of the Agreement due to the impossibility of its execution. In the case of decision by the Parties to terminate the Agreement at the bottom of the named none of the Parties shall not be entitled to compensation for possible losses.

10.4. A Party that can not fulfill obligations under the Treaty, must in due time, but no later than 5 days after the onset of force majeure, in writing notify the other Party, providing supporting documents issued by the competent authorities.

10.5. Failure to notify or untimely notification of the occurrence of force majeure prevents a party from invoking any of the above circumstances as a ground for exemption from liability for failure to fulfill obligations.

10.6. The Parties recognize that the insolvency of the Parties is not a force majeure.

11. Other conditions

11.1. Parties possible tolerance of concomitant oral agreements, if it does not substantially alter the nature and the legal nature of the Treaty. The content of the text of the agreement is fully consistent with the actual will of the parties.

11.2. All correspondence on the subject of the Agreement, prior to his conclusion may be valid from the date of conclusion of the agreement.

On behalf of the Licensor:

On behalf of the licensee:



11.3. Upon termination of the Agreement, the Licensee shall immediately cease use of intellectual property.

11.4. In the event of termination of exclusive rights to objects of intellectual property from the Licensor, Agreement shall be terminated on the basis of para. 4, Art. 1235 of the Civil Code, as Licensor shall notify the Licensee within 10 (ten) calendar days from the date of the grounds for such termination.

11.5. The Agreement is made in 2 original copies in Russian, one for each of the Parties.

12. list of applications

12.1. Appendix № 1, 2.

On behalf of the Licensor:

On behalf of the licensee:



13. Address, details and signatures of the parties

licensor

Full Name:

Place of registration:

Tel .:

INN:

passport:

issued by:

Unit Code:

F / MF:

Bank:

BIC:

Cor / sch:

licensee

Full Name:

Place of registration:

Tel .:

INN:

passport:

issued by:

16.01. 2015

Unit Code:

F / MF:

Bank:

BIC:

Cor / sch:

Sergey V. Samokhin

Trans. Maritime 76-A

+79897046797

615525568701

60 14 70015

Federal Migration Service of
Russia in the Rostov region.
of Mine

6010-008

40817810452093341691

PAO Savings

046015602

30101810600000000602

On behalf of the Licensor:

On behalf of the licensee:



Appendix № 1 _____
to the License Agreement number **LB7** _____

(Exclusive license)

DATE _____ Y.

Specification

1. In accordance with the terms of the EULA № **LB7** granting of an exclusive license from the date _____ (hereinafter - the Agreement), the Licensor grants the Licensee the right to use the exclusive copyright of musical product (s) _____ (hereinafter - intellectual property), having the following characteristics:

Name of intellectual property (s)	individual characteristics	date of transfer
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. This Annex was signed in 2 original copies in English.

On behalf of the Licensor:

On behalf of the licensee:



Appendix № 2 _____
to the License Agreement number **LB7** _____

(Exclusive license)

DATE _____ Y.

List of labels, which are produced and not made the payment of the sales of copyright

13.1. In accordance with pp 5.1, 5.2 (remuneration) License agreement number **LB7** _____ to grant an exclusive license from the date _____ (hereinafter - the Agreement), remuneration is set by the Treaty on the implementation of the (sales) of the objects of intellectual property on these sites Labels:

Name Label	The main distributor	Founder Label (Director)
LeadxbeaT	AMPSuite / INgrooves	Samokhin SV
LeadxbeaT 'House	AMPSuite / INgrooves	Samokhin SV
LeadxbeaT 'Trance	AMPSuite / INgrooves	Samokhin SV
LeadxbeaT 'Drum	AMPSuite / INgrooves	Samokhin SV
LeadxbeaT 'Chill	AMPSuite / INgrooves	Samokhin SV
LeadxbeaT 'Trap	AMPSuite / INgrooves	Samokhin SV
LeadxbeaT 'Pop	AMPSuite / INgrooves	Samokhin SV
LeadxbeaT 'Other	AMPSuite / INgrooves	Samokhin SV

On behalf of the Licensor:

On behalf of the licensee:



Label list, where payments are made, and made PR products in order to attract an audience, and increase profitability:

Name Label	The main distributor	Founder Label (Director)
LeadxbeaT 'Compilations	AMPSuite / INgrooves	Samokhin SV
LeadxbeaT 'Distribution	AMPSuite / INgrooves	Samokhin SV

This Annex was signed in 2 original copies in English.

On behalf of the Licensor:

On behalf of the licensee:

